

The following is the Table of Contents for the Internet Bid Package documents.

07a1786a.doc	Document Name, 18 of pages
07a1786b.doc	Document Name, 25 of pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

Agreement No. 07a1786

Bid Due Date: 11/09/04

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Diane Buffington

Department of Transportation, MS-67
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

October 6, 2004

**INVITATION FOR BID (IFB)
IFB No 07A1786
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB) No. 07A1786, entitled Chimney Repair. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit Phone .

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Diane Buffington
Department of Transportation
Phone (916) 227-6056
Fax (916) 227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Diane Buffington
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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A) Purpose and Description of Services

The Contractor shall furnish all labor, material, parts and equipment necessary to provide emergency and/or routine chimney services to State-owned residential and commercial properties. Services shall be performed primarily in Los Angeles County with occasional jobs in adjacent areas of Orange, Riverside, San Bernardino, and Ventura Counties. Services shall be provided on an as-needed basis, as requested by the Contract Manager or his/her authorized designated service area. This multiple provider IFB authorizes up to two (2) contracts, which may be issued to two (2) eligible bidders. Read Attachment 5 entitled "Sample Standard Agreement" attached to this IFB carefully before establishing rates and submitting a bid.

B) Bidder's Minimum Qualifications

The contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a C-61 Limited Specialty Contractor subcategory D 34 Prefabricated Equipment issued by the California Contractors State License Board. No second or third party bidders, substitute or stand-in bidders, or any form of bidder acting on behalf of another person or entity will be accepted. If verification determines the bidder is not the licensed contractor, the bid will automatically be declared void. Bidder shall bid in compliance with the Wages and Employee Benefits or In Lieu Cash Payments as described herein (GC 19134).

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	10/6/04	8:00 a.m.
Written Question Submittal	10/29/04	5:00 p.m.
Final Date and Time for Bid Submission	11/9/04	2:15 p.m.
Bid Opening	11/9/04	2:30 p.m.
Notice of Intent to Award	01/1/05	8:00 a.m.

2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by October 29, 2004 at 5:00p.m.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 07A1786 questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Division of Procurement and Contracts
Attention: Diane Buffington
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. State Prevailing Wages

- A. The attention of the Contractor is directed to, and the Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

6. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current C 61 Limited Specialty Contractor subcategory D 34 Prefabricated Equipment license issued by the California Contractor's State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

8. Bonds

No bonds required.

9. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 5, Exhibit D, Item 19 entitled Liability Insurance Provisions** for the applicable specific Insurance requirements and coverage limits.

10. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 07A1786
IFB Name: Chimney Repair

Firm Name:
Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 4, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 67
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial

defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

11. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

12. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.

Department of Transportation
Division of Procurement & Contracts, MS 67
Attention: A.C. Lichtman,
Protest and Dispute Manager
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6084
Fax Number: (916) 227-6155

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

13. Standard Conditions of Service

- a) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.
- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.
- g) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or

the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.

h) No oral understanding or agreement shall be binding on either party.

D) Preference Programs

The following Preference Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 3 Bid/Bidder Certification Sheet.

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

2. Disabled Veteran Business Enterprises (DVBE)

No Goals required for this IFB.

BID PROPOSAL

ADM-1412 (REV. 06/02) PAGE 1 OF 2

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 07A1786	PAGE 1 OF 2	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	80	Per job	Cleaning Preparation: drop cloth, tarp fireplace opening rooftop sweeping remove chimney cap/spark arrester brush flue system, re install chimney cap/spark arrester. Inside sweeping entails brush smoke chamber and damper area, vacuum all loose soot from smoke shelf; brush firebox, vacuum inner/outer hearth area. Final clean up entails remove tarps, tools ladder and return furniture.		
2	80	Per job	Stainless-steel top mounted damper must be installed with rain-cap/spark arrester (normally one unit). Size ranges from 6 inch round to 17X64 inches rectangle some universal caps fit several flue sizes most common cap sizes 13x20.5 inches (universal) & 17"x17", 17"x29" and 58". Available as powder coated stainless steel and copper the last two warranted lifetime anchoring by butterfly bolt with friction fit, silicone, adhesive, masonry screws or combination of these.		
3	30	Per job	Testing Smoke/Video Scan level 1 inspects readily accessible interior/exterior chimney components; level 2 more comprehensive access to all structures without breaking walls, also to verify basic soundness of structure & concealed structural components & enclosed flues; verify proper clearance from combustibles visual level 2 camera or smoke; level 3 removal of walls for access for same tests.		
4	10	Per job	Firebox truck pointing mortar-to remove damaged bricks & install new extruded fireplace from for back walls for back/side wall restoration.		
5	15	Per job	Termocrete ceramic flue sealant: seals cracks, flue joints, replaces missing/degraded mortar in flue systems 10 year warranty from based upon height of chimney type of flue, nature of construction based upon height/width of flue, type of chimney construction.		
6	250	Per hour	Extra Work: Services include damper repair, brick repair, mortar repair, hearth repair, etc. Log lighters/valves range from to; ash dump doors-interior, exterior crown wash (the cement curb at the top exterior of masonry chimneys) range from interior spark screens, from to smoke guards (to reduce fireplace opening & improve chimney draw; stainless steel liners. Extra work must have written approval in advance from Caltrans Contract Manager or his/her designee.		

- (1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.
- (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
- (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE. UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID, BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

Total of items
1,2,3,4,5& 6

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES
Agreement No. 07A1786

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section

23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3
BID/BIDDER CERTIFICATION SHEET
Agreement No. 07A1786

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4
Invitation for Bid 07A1786

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

Attachments

Attachment Name/Description

_____ Attachment 1

Bid Proposal (ADM-1412)

_____ Attachment 2

Contractor Certification Clauses (CCC 304). The CCC 304 can also be found on the Internet at <http://www.dgs.ca.gov/contracts>. Page one (1) must be signed and submitted prior to the award of the contract.

_____ Attachment 3

Bid/Bidder Certification Sheet

_____ Attachment 4

Attachment Check List

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

ATTACHMENT # 5
Sample Standard Agreement

AGREEMENT NUMBER
07A1786
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

Note to Bidders:

The following pages represent a sample of the Agreement that will be awarded. Review the sample Agreement carefully and present any questions in writing to the contact identified for this IFB.

2. The term of this Agreement is: 01/01/05 through 12/31/07

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 Pages
Exhibit B – Budget Detail and Payment Provisions	7 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 304)	
Exhibit D - Special Terms and Conditions	8 Pages
	9 Pages
Attachment 1 – Bid Proposal	1 Page
Attachment 2 –Contractor Work Authorization	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Department)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Mapula Conley, Contract Officer

ADDRESS

1727 30th Street, Sacramento, CA 95816

**California Department of
General Services Use Only**

☐ Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Statement of Work

- A. This is a multiple provider on-call service Agreement for State owned right of way property maintenance services.
- B. The Contractor shall furnish all labor, materials, parts and equipment necessary to provide emergency and/or routine Chimney services to Department-owned residential and commercial properties.
- C. Services shall be provided on an as-needed basis, as requested by the Department Contract Manager or his/her authorized designee within the designated service area.

2. Location of Work

- A. Location of services shall be performed primarily in Los Angeles County with occasional jobs in Orange, Riverside, San Bernardino and Ventura Counties.
- B. The work will be on State owned right of way property that is held for future construction projects or as excess property.

3. The Agreement start date shall be contingent upon approval by the State and work shall commence as described herein.

4. An estimated ninety (90%) of jobs will be located on properties in the 710 Freeway Corridor. This is a mostly residential area located from the north terminus of the 710 Freeway, north of the 10 Freeway, and extending north to south of the 210 Freeway. The properties in this corridor are located in the cities of Pasadena (zip code 91105), South Pasadena (zip code 91030) and Los Angeles (El Sereno zip code 90032).

5. Contract Management

There shall be no change in the Contractor's Project Manager without prior written approval by the Department Contract Manager. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor:
Section/Unit: Right of Way Property Management/Contracts	Section/Unit:
Contract Manager: Daniel Soroky	Project Manager:
Address: 100 S Main Street	Address:
Los Angeles, CA 90012	
Bus. Phone No.: (213) 897-1955	Bus. Phone No.:
Fax No: (213) 897-5603	Fax No:

EXHIBIT A
(Standard Agreement)

6. Assignment of Work

- A. Work will be assigned **first** to the lowest responsible bidder. When the lowest responsible bidder is unable to accept any additional work, subsequent bidders will be called in ascending order (lowest to highest) based upon their bid proposal price schedule/rate. Work will be assigned on an as-needed basis.

RANK	CONTRACTOR	BID AMOUNT
1.	CONTRACTOR NAME X X X X X	\$ XXXXXX
2.	CONTRACTOR NAME X X X X X	\$ XXXXXX

- B. The Contractor's ability to accept any additional work will be measured according to the Contractor's available resources, and the time requirements set by the Department Contract Manager for completion of the work.
- C. It is understood and agreed that any and all work assigned pursuant to this Agreement is to be performed in accordance with this Agreement. Work performed under this contract must be in compliance with both Uniform Building Code (UBC) and local codes. It is not required to obtain building permits for this work on State properties, the work is subject to inspection by local code enforcement.
- D. Any Contractor, accumulating a backlog of four (4) or more uncompleted work/task assignments (not completed by task due date) will not receive additional assignments until backlog is completed. All new work requests for services will be issued to the next contractor (following rank order as described herein) until the backlog is completed to the Department Contract Manager's satisfaction.

7. Contractor's License, Description of Work

A. License:

1. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a C-61 Limited Specialty subcategory D-34 Prefabricated Equipment license issued by the California Contractors State License Board.
2. The person or company bidding on this contract must possess the required contractor's license. No second or third party bidders, substitute or stand in bidders, or any form of bidder acting on behalf of another person or entity will be accepted. If it is determined that the bidder is not the licensed contractor,

**EXHIBIT A
(Standard Agreement)**

the bid will automatically be declared void. The paperwork must be completed by a person who is either the licensed contractor or where the licensed contractor is a company or corporation, an officer of the company or corporation will be the one to complete the paperwork.

B. Description of Work:

1. Contractor shall provide all labor, materials, parts and equipment necessary to clean/sweep, inspect, test, and perform other maintenance and repair of all types of chimneys and related elements such as the hearth.
2. All repair work will be warranted for a period of 12 month after work was completed and any new installations shall be warranted for a five (5) year period of time from installation date.
3. Upon approval of the Contract Manager for the work to be performed, the invoice or delivery receipt for materials shall be submitted with the billing for the job. The quantify, quality and/or grading, and pricing shall be stated for all materials purchased and used.
4. All work performed and materials used must be in compliance with the Uniform Building Code) UBC and local codes. Work must also be industry standard. While it is not necessary to obtain building permits to perform the work on State-owned properties, the work is subject to inspection by local agency code enforcement.
5. Only work listed on the work order/Maintenance Action Request (MAR) is to be performed by the contractor. Any additional work or change in the work to be performed must be approved in writing in advance by the Caltrans Contract Manager or his/her designee. The Contractor shall only do the specific work that is authorized by the Contract Manager.
6. The Contractor is expected to be able to work in a professional, competent manner without direct supervision by the Caltrans inspector. The expectation is that a good quality job will result.
7. Any work or material that may be found to be substandard or out of compliance with code will subject the contractor to a call back to redo the job and bring the job up to standard code. Any call back and any materials required will be at the contractor's expense.
8. If poor work by a contractor persists and necessitates a third "call back" to complete/correct jobs, the contractor is hereby advised that this poor work record will constitute grounds for contract cancellation.

8. Response to Service Calls

- A. The Contractor shall provide on-call services on a 24-hour per day, 7-days per week basis.
- B. The Contractor shall be at the site to begin work in response to emergency service calls within two (2) hours after receipt of the call and work will be

EXHIBIT A
(Standard Agreement)

completed with 24 hours, unless the Department Contract Manager authorizes additional time.

- C. Non-emergency calls for services shall be completed within five (5) working days after receipt of the call unless the Department Contract Manager authorizes additional time.
- D. The Contractor's telephone must be **answered by an office employee** between 8:00 a.m. and 5:00 p.m., Monday through Friday. An answering service or mechanical device will **not** be acceptable. An answering service may be used between 5:00 p.m. and 8:00 a.m., and on Saturdays, Sundays and State holidays.

9. Request for Service

- A. The Contractor shall respond to service requests transmitted by the Department Contract Manager or his/her designee. In no case shall the Contractor engage in any solicitation of business that might subject the State to any liability for payment.
- B. The State recognizes the Contractor's need to schedule his/her work in the order in which it is received; however, undue delay completing State work shall be cause for termination of the contract. If required by State, the Contractor shall show proof of proper scheduling.
- C. Department will pay only for work requested by the Department Contract Manager or his/her designee. The Department Contract Manager or his/her designee will notify the Contractor of the location, nature, and extent of the work to be done. This notification shall be the complete instruction and authorization for the proposed work and the Contractor shall comply fully with all particulars thereof.
- D. The Contractor shall only perform the work authorized. If non-contemplated work is required to accomplish the intent of the order, or if any work not on the original order is requested by lessee, additional authorization shall be obtained from the Department Contract Manager or his/her designee before said work is begun.
- E. Failure to begin work or to complete the work in the time required shall be considered non-conformance and the work request will be withdrawn.

EXHIBIT A
(Standard Agreement)

10. Completion and Inspection of Work

It is the Contractor's responsibility to notify the Department Contract Manager at **Phone No.** (213) 897-1820 for work in the Counties and/or of to have all work inspected. It is also the Contractor's responsibility to notify the Department Right of Way Property Management Branch at **Phone No.** (213) 897-1820 *within 24 hours of work completion for final inspection of work.*

11. Final Cleanup

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by his/her work actions from the job site. If applicable, the State shall reimburse the Contractor for the actual cost of disposal fees approved by the Department Contract Manager.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. Contractor invoicing requirements are as follows:

1. Within 30 days of completion of work, the Contractor shall submit a signed itemized invoice (original and two copies) with the following information:
 - a. agreement number
 - b. statement of work performed
 - c. materials/supplies purchased or installed
 - d. date(s) of work
 - e. starting and ending times
 - f. property address
 - g. Right of Way Log No. and/or Parcel No.
 - h. Disposal fee receipts if applicable.
2. Invoices must be legible and reproducible. Any invoices, which are illegible, incomplete or inaccurate, will be returned to the Contractor for clarification and/or completion.
3. Contractor's signature is required on all invoices. Invoices received without the Contractor's signature will not be accepted for payment.

B. Invoice attachments/documentation requirements are:

1. The Contract Manager for each work assignment issues a Department of Transportation Right of Way Contractor Work Authorization form. The signed original and two copies of the signed Contract Work Authorization are to be submitted with each billing. See Attachment 2.
2. Material and/or Supply Receipts (Provide when materials and supplies are authorized by State's representative):
 - a. Submit 2 copies of all materials and/or supply receipts with each signed Service Worksheet.
 - b. Materials and/or supply receipts shall reference the Right of Way Log Number and the Contractor's Invoice number.
 - c. Materials and/or supply receipts must contain a description of materials by stock or reference number or contain a clear concise description.
3. When applicable, manufacturer's warranty documents for parts shall be attached to invoice prior to final payment.

D. For services satisfactorily rendered, and upon receipt and approval of the itemized invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is

EXHIBIT B
(Standard Agreement)

attached hereto, **Attachment 1**, Bid Proposal, and made a part of this Agreement.

- E. When prevailing wage rates apply, the Contractor must submit, **with each invoice, a certified copy of the payroll for compliance verification**. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Department Contract Manager.
- F. Invoices shall be submitted to the Department Contract Manager for work performed in the Counties of Los Angeles and Ventura at the following address:

Department of Transportation
Right of Way Property Management
Attn: Almeta Powell
100 S Main Street
Los Angeles, CA 90012

- G. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided the requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

EXHIBIT B
(Standard Agreement)

3. Work Estimates

- A. Contractor shall adhere to prevailing wage requirements for any repair or maintenance services estimated by the State to cost \$15,000.00 or more.
- B. The Department Contract Manager will estimate the cost of services (labor and materials). The Department Contract Manager will determine when an estimate is required, whether the estimate can be verbal or written, and whether an on-site inspection is required. All Contractor estimates will include labor and materials. All taxes, fees or charges by other parties or public entities required to perform the requested service shall be included in the estimate. No extra payment will be authorized for additional charges. Failure to perform the work requested will constitute breach of Agreement and may result in a claim for damages for said breach, and/or cancellation of the Agreement.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. Cost Limitation

- A. The State will pay only for those services actually rendered as authorized by the Department Contract Manager or his/her designee. In no case shall the aggregate amount of this Agreement exceed \$(amount of Agreement).
- B. It is understood and agreed that the maximum amount of this Agreement is an estimate and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

6. Rates

The rates quoted by the Contractor, **Attachment 1, Bid Proposal**, are hereby incorporated by this reference and shall be valid for the full term of this Agreement.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT B
(Standard Agreement)

8. Cost Principles

- A. The contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowable individual items of cost.
- B. The contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.

9. Allowable Costs and Payments

- A. Payment will be in accordance with the bid rate (**Attachment 1**). The payment shall include full compensation for furnishing all of the labor, tools, equipment and incidentals necessary to complete the work. No additional compensation will be allowed for specialized equipment and/or disposal fees, unless approved by the Department Contract Manager, in writing.
- B. Cost of travel time to and from work site is an overhead charge to be included in the rate bid.
- C. Profit, charges for estimates, if any, and overhead markup must be included in the rate bid
- D. Payment will be made for actual time worked on the job at the quoted rate bid. Payment will be made based on the Contractor's invoice, itemized hours worked by date, after approval and inspection by the Department Contract Manager or his/her designee. However, said invoices and/or payment shall not preclude subsequent adjustment(s) based on a later audit by Department.

EXHIBIT B
(Standard Agreement)

10. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT C
(Standard Agreement)

PLEASE NOTE: This page (Exhibit C – GTC 304) will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Print a copy of the GTC 304 and put in the original Contract File as part of the Complete Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

2. Subcontractors

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless prior written approval is given by the State Contract Manager or designee. Note: any subcontractor must be licensed/certified to perform the work required in the subcontract, unless it is a type of work that does not require a license/certification. Any subcontractor must conform to all terms and conditions of this contract.

3. Termination

- A. In addition to the **GTC 304**, Termination for Cause, the Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

4. Retention of Records/Audits

For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to,

EXHIBIT D (Standard Agreement)

the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5. Rebates, Kickbacks and Other Unlawful Consideration

The Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

6. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference.

8. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the

EXHIBIT D (Standard Agreement)

functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.

- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Department will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

9. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Department Contract Manager in writing.

EXHIBIT D (Standard Agreement)

10. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

11. Extra Work

Extra work shall have prior written approval by the Contract Manager or his/her designee. Extra work shall be paid at the bid rate.

12. Equipment Indemnification

The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

13. Materials and Supplies

- A. Any necessary materials, supplies or comparable replacement parts used in connection with ordered services will be paid for at the **CONTRACTOR'S ACTUAL COST**, including any applicable sales tax when substantiated by a copy of the materials/supplies and invoice with a credit to the State for any discounts. The Contractor shall deduct unused materials or supplies from invoice billing. No additional markup will be allowed or paid by the State.
- B. The Contractor overhead costs associated with the purchase of materials and supplies or comparable replacement parts may be recovered as a component of the Contractor's rate bid for services that include wages, overhead, general administrative expenses, and profit.

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14. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the Department Contract Manager will notify the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
 - 1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3. Material failure to complete this Contract (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Contract plans and specifications, all at no further or additional cost to the State.

15. Bonds

This is an on-call service Agreement for emergency and routine maintenance and repair services to State-owned residential and commercial property. Payment and performance bonds are not required.

16. Equipment

- A. The Contractor shall provide a properly equipped service truck with all tools and equipment required to do the work. A periodic inspection by State representatives will be performed to ensure that the truck, tools and equipment are appropriate for the type of work being performed. This inspection will be based on the common practice of the industry for the particular trade practiced.
- B. Failure to use tools and equipment for the specified work will constitute non-conformance and result in possible cancellation of the Agreement. Inspection of the truck, tools and equipment does not certify or warrant the condition of tools

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and/or equipment use. The State will not be responsible for use and/or condition of truck, tools or equipment.

17. Workmanship

- A. The workmanship shall be equal to the highest standards of the industry and shall be in conformance with the building codes of the State, County and City in which the work is being done; copies of any required building permits shall be submitted to the Department Contract Manager with the Contractor's invoice(s).
- B. The Contractor shall conduct his/her operations in such a manner to cause the least obstruction and/or inconvenience to the tenants. Whenever the Contractor's operations create a condition which is hazardous to the tenants or to the public, Contractor shall provide, at Contractor's expense and without cost to the State, flagpersons and/or guards necessary to eliminate the hazardous condition encountered. Contractor shall furnish, erect or maintain such fences, barricades, light signs and/or other devices that are necessary to prevent accidents and avoid damage or injury to the tenants or the public.
- C. The Contractor shall conduct his/her operation in such a manner as to avoid injury or damage to the property of Department or the adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
- D. The Contractor shall protect and indemnify the State of California and its officers and employees from any loss or damage that may occur from any loss or damage to the materials or other things used in performing the work and from liability or injury to or death of any person, either workers or to the public, resulting from the Contractor's operation.
- E. The Contractor shall notify the Department Contract Manager or his/her designee of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced, or shall be as directed by the Department Contract Manager or his/her designee.
- F. Any work judged unsatisfactory by the Department Contract Manager or his/her representative shall be redone at the Contractor's expense.

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18. Legal Responsibility

- A. The Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work to be performed.
- B. The State of California, or any employee of the State of California, shall not be answerable or accountable in any manner for loss or damage that may happen to the Contractor's equipment, tools or materials.
- C. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from any cause whatsoever during the performance of the work or at any time before its completion and final acceptance.

19. Liability Insurance Provisions

- A. The Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

- 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - 2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this Contract.
 - 3. That the State will not be responsible for any premiums or assessments on the policy.
- B. The Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in

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addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

20. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If the Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, the Contractor shall **STOP WORK IMMEDIATELY**. The Contractor shall verbally notify the Department Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. Once notified, the Department Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
- C. Continuation of work shall not commence until the Contractor has been authorized to do so in writing, by the Department Contract Manager.
- D. Should it become necessary to cancel the work request, the Contractor shall be compensated only for work in progress or actually completed to the Department Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- E. Failure to notify the Department Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to the Contractor for all actual damages resulting
- F. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractors State Licensing Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
- G. Lead-based paint abatement work shall only be performed by a certified contractor pursuant to Title 17 of the California Code of Regulations, Section 35001 et.seq.

21. Employment of Apprentices

- A. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor

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should, where some question exists, contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, CA 94142-06031, or one of its branch offices prior to commencement of work on public works contracts. Compliance with Section 1777.5 lies with the prime contractor.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

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ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 07A1786	PAGE 1 OF 2	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	80	Per Job	Cleaning Preparation: drop cloth, tarp fireplace opening rooftop sweeping remove chimney cap/spark arrester brush flue system, re install chimney cap/spark arrester. Inside sweeping entails brush smoke chamber and damper area, vacuum all loose soot from smoke shelf; brush firebox, vacuum inner/outer hearth area. Final clean up entails remove tarps, tools ladder and return furniture.		
2	80	Per Job	Stainless-steel top mounted damper must be installed with rain-cap/spark arrester (normally one unit). Size ranges from 6 inch round to 17X64 inches rectangle some universal caps fit several flue sizes most common cap sizes 13x20.5 inches (universal) & 17"x17", 17"x29" and 58". Available as powder coated stainless steel and copper the last two warranted lifetime anchoring by butterfly bolt with friction fit, silicone, adhesive, masonry screws or combination of these.		
3	30	Per Job	Testing Smoke/Video Scan level 1 inspects readily accessible interior/exterior chimney components; level 2 more comprehensive access to all structures without breaking walls, also to verify basic soundness of structure & concealed structural components & enclosed flues; verify proper clearance from combustibles visual level 2 camera or smoke; level 3 removal of walls for access for same tests.		
4	10	Per Job	Firebox truck pointing mortar-to remove damaged bricks & install new extruded fireplace from for back walls for back/side wall restoration.		
5	15	Per Job	Termocrete ceramic flue sealant: seals cracks, flue joints, replaces missing/degraded mortar in flue systems 10 year warranty from based upon height of chimney type of flue, nature of construction based upon height/width of flue, type of chimney construction.		
6	250	Per Hour	Extra Work: Services include damper repair, brick repair, mortar repair, hearth repair, etc. Log lighters/valves range from to; ash dump doors-interior, exterior crown wash (the cement curb at the top exterior of masonry chimneys) range from interior spark screens, from to smoke guards (to reduce fireplace opening & improve chimney draw; stainless steel liners. Extra work must have written approval in advance from Caltrans Contract Manager or his/her designee.		

- (1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.
- (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
- (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE.UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID,BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

Total of items
1,2,3,4,5 & 6

ATTACHMENT 2 Contractor Work Authorization

Department of Transportation, Right of Way Agent must complete; sign/approve this form; and fax a copy to Contractor. A separate form will be used for each different task that an approval is given.

Contractor: After the authorized work assignment is complete, put the invoice number in the "Contractor Invoice Number" box (as it's written on your invoice), and attach this form to your invoice when submitting to the Department for invoice approval and payment.

DOT LOG NUMBER	CONTRACTOR INVOICE NUMBER		DATE ASSIGNED	DATE WORK MUST BE COMPLETED	
CONTRACTOR NAME			JOB ADDRESS		
			CITY	STATE CA	ZIP CODE
APPROVED ITEMS					
<input type="checkbox"/> CONTRACTOR'S PROJECT MANAGER IS CHANGED TO:				EFFECTIVE DATE	
<input type="checkbox"/> NUMBER OF WORKERS ON THE JOB SHALL NOT EXCEED:					
<input type="checkbox"/> WRITTEN ESTIMATE DATE		<input type="checkbox"/> WRITTEN ESTIMATE \$	<input type="checkbox"/> ESTIMATE AS WRITTEN – NO CHANGES		
			<input type="checkbox"/> ESTIMATE WITH THE FOLLOWING CHANGES:		
<input type="checkbox"/> ADDITIONAL TIME, BEYOND FIVE (5) WORKING DAYS IS AUTHORIZED TO COMPLETE THIS NON-EMERGENCY JOB AS FOLLOWS:					
<input type="checkbox"/> REVISED MAINTENANCE REQUEST DATE		<input type="checkbox"/> REVISED ESTIMATE \$			
<input type="checkbox"/>		REVISED TO COVER:			
<input type="checkbox"/> OTHER:					
CONTRACT MANAGER OR HIS/HER DESIGNEE NAME (Print)				TITLE	
CONTRACT MANAGER OR HIS/HER DESIGNEE SIGNATURE				DATE	